







8. I have considerable experience working with senior management teams in the areas of financial and operational restructuring, loan workouts and business planning. Some of my more notable cases include, Brookstone, Fredericks of Hollywood, Winn Dixie, Macaroni Grill, Logan's Roadhouse and Charlie Browns Steakhouse.

LEGAL02/39985356v7



with details describing any connections, are listed on **Exhibit 3** hereto (“**Mackinac’s Connections With Potential Parties**”). As part of this inquiry, Mackinac did not identify any connections that would cause it not to be disinterested or to hold or represent an interest adverse to the Debtors.

14. During the ninety (90) days prior to the Petition Date, Mackinac received \$150,000 in retainer payments from the Debtors for services to be provided. Mackinac currently holds \$120,901.69 in unapplied advance payments from the Debtors (the “**Retainer**”). Mackinac has agreed to hold the Retainer and apply the Retainer against its postpetition fees and expenses incurred from and after August 14, 2020 (the “**Appointment Date**”) as they become payable in accordance with the orders of this Court prior to seeking payment of such fees and expenses from the Debtors, with any balance to be returned to the Debtors.

15. As of the Petition Date, Mackinac was owed \$179,700.38 for services rendered to the Debtors prepetition. Mackinac has agreed to waive all claims for payment of amounts owed by the Debtors to Mackinac in connection with services rendered by Mackinac prior to the Appointment Date.

16. Mackinac is involved in a number of cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties-in-interest in these chapter 11 cases. Moreover, Mackinac has in the past, and may in the future, be represented by several attorneys and law firms, some of which may be involved in these chapter 11 cases. Finally, Mackinac has in the past, and will likely in the future, be working with or opposite other professionals involved in these chapter 11 cases with respect to matters wholly unrelated to these chapter 11 cases. Based on our current knowledge of the professionals involved in these chapter 11 cases and to the best of my knowledge, none of these business relationships constitute interests adverse to the estates in matters upon

which Mackinac is to be employed and none are in connection with these chapter 11 cases.

17. The Debtors have numerous creditors and relationships with a large number of individuals and entities that may be parties-in-interest in these chapter 11 cases. Consequently, although every reasonable effort has been made to discover and eliminate the possibility of any conflict including the efforts outlined above, Mackinac is unable to state with certainty whether any of its clients or an affiliated entity of a client holds a claim or otherwise is a party-in-interest in these chapter 11 cases. If Mackinac discovers any information that is contrary or pertinent to the statements made herein, Mackinac will promptly disclose such information to the Court.

18. Mackinac does not advise, has not advised, and will not advise any entity other than the Debtors in matters related to these chapter 11 cases. Mackinac will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or parties-in-interest in these chapter 11 cases, provided that such services do not relate to, or have any direct connection with, these chapter 11 cases or the Debtors.

19. Except as otherwise set forth herein and in the Application, to the best of my knowledge, information, and belief, neither Mackinac nor any employee of Mackinac is a creditor, an equity holder or an insider of the Debtors. Except as otherwise set forth herein and in the Application, to the best of my knowledge, information and belief, neither Mackinac nor any employee of Mackinac is or was, within two (2) years before the Petition Date, a director, an officer or an employee of the Debtors. Also, to the best of my knowledge, information and belief, neither the undersigned nor the Mackinac Additional Personnel expected to assist the Debtors in these chapter 11 cases are related or connected to any United States Bankruptcy Judge for the Southern District of New York, the U.S. Trustee or any persons employed in the office of the U.S. Trustee.

20. Accordingly, to the best of my knowledge, information and belief: (a) Mackinac is

21. The compensation structure set forth in the Application is consistent with Mackinac's typical fees for work of this nature. The fees are set at a level designed to compensate Mackinac fairly for the work of its professionals and assistants and to cover fixed and routine overhead expenses. It is Mackinac's policy to charge its clients for all disbursements and expenses incurred in the rendition of services.

22. In addition, pursuant to the Engagement Letter, Mackinac shall earn a completion fee (“**Completion Fee**”) of Two Hundred and Fifty Thousand Dollars (\$250,000.00) upon the approval by the Court of a confirmed plan of reorganization or liquidation. Mackinac has agreed to file a request for approval of the Completion Fee at the conclusion of the chapter 11 cases and that such request shall be subject to approval on reasonableness grounds.

LEGAL02/39985356v7



connection with the services provided. Time records shall (i) be appended to the Monthly Reports, (ii) contain detailed time entries describing the tasks performed and (iii) be organized by project category. The time entries shall identify the time spent completing each task in half hour increments and the corresponding charge (time multiplied by hourly rate) for each task. In addition, Mackinac will file with the Court and provide the Notice Parties a report on staffing (the “**Staffing Report**”) by the 20th of each month for the previous month, which report will list the names all additional Mackinac personnel performing services for the Debtors and describe the tasks being performed by such personnel (the “**Additional Personnel**”).

24. The foregoing constitutes the statement of Mackinac pursuant to Bankruptcy Code section 504, and Bankruptcy Rules 2014(a) and 5002.

25. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 28<sup>th</sup> August, 2020

/s/ Craig M. Boucher  
Name: Craig M. Boucher  
Title: Chief Restructuring Officer



LEGAL02/39982322v4  
LEGAL02/39982322v6







(19) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered electronically shall be deemed to have the same legal effect as delivery of an original signed copy.

LEGAL02/39982322v4  
LEGAL02/39982322v6





If the foregoing correctly sets forth our understanding, please acknowledge your acceptance of and agreement with the terms and conditions set forth in this Agreement, consistent with the Stipulation, by countersigning in the space provided below.

Sincerely,

**MACKINAC PARTNERS, LLC**


By: \_\_\_\_\_

Name: Craig Boucher

Title: Senior Managing Director

**AGREED TO AND ACCEPTED PURSUANT TO STIPULATION AND ORDER ENTERED  
8/14/2020:<sup>2</sup>**

**K.G. IM, LLC**

By:  \_\_\_\_\_

Name: Mr. Jerry Katzoff

Title: Manager

Date: 08/28/2020

<sup>2</sup>All rights of Jerry Katzoff as equity holder and/or creditor with respect to fees sought by Mackinac are fully reserved.

## Exhibit 2

## **EXHIBIT 2: LIST OF INTERESTED PARTIES SEARCHED**

This information is being provided in connection with the Declaration of Craig Boucher in Support of the Application for an Order to (I) Employ and Retain Mackinac Partners, LLC and (II) Affirm Designation of Craig M. Boucher as Chief Restructuring Officer, Effective as of August 14, 2020. The following names were compared to Mackinac Partners' client database and certain records in Mackinac Partners' client database to identify any connection or relationship:

### **DEBTORS**

- K.G. IM, LLC
- IL Mulino USA, LLC
- IM LLC – III
- IMNYLV, LLC
- IM NY, Florida, LLC
- IM NY, Puerto Rico, LLC
- IMNY AC, LLC
- IM Products, LLC
- IM Long Island Restaurant Group, LLC
- IM Long Island, LLC
- IM Franchise, LLC
- IM 60th Street Holdings, LLC
- IM Broadway, LLC
- IMNY Hamptons, LLC

### **AFFILIATES**

- Il Mulino Joint Ventures, LLC
- IM-NY GS, LLC
- Il Mulino Gramercy, LLC
- IM NY Boca Holdings LLC
- IMNY Boca, LLC
- Pasta Perfect, LLC
- IM 60th Street, LLC
- IM LLC-I
- IM LLC-II
- IM LLC-III
- GFB, Inc.
- J.B. IM, LLC

### **DEBTORS' PROFESSIONALS**

- Alston & Bird LLP
- Davis & Gilbert LLP
- Traxi LLC
- Omni Agent Solutions

### **INSIDERS**

- Gerald Katzoff
- Lee Katzoff
- Stuart Katzoff
- BDG Family Partnership LP
- Brian Galligan
- Craig Boucher

### **LENDERS**

- BSP Agency LLP
- Providence Debt Fund III L.P.
- BSP IM Investment Masters, LP
- Benefit Street Partners SMA LM LP
- Firsttrust Bank
- Empire State Bank
- Advance Restaurant Finance LLC
- ARF Financial
- Platinum Rapid Funding
- AC Hardrock
- Sterling & Sterling LLC
- Wells Fargo
- Prime Line International, Inc.
- Corporation Service Company, as Representative
- Washington Business Bank
- American Express National Bank
- Signature Bank

### **LENDERS COUNSEL**

- Goodwin Procter LLP

### **5% OR MORE SHAREHOLDERS**

- Gerald Katzoff
- BDG Family Partnership, LP.
- Louis Lauch
- Lyons Share Investment

### **LANDLORDS**

- Judge Martin Glenn
- Shannon Scott

## Exhibit 3

### **EXHIBIT 3: LIST OF INTERESTED PARTIES SEARCHED**

This information is being provided in connection with the Declaration of Craig Boucher in Support of the Application for an Order to (I) Employ and Retain Mackinac Partners, LLC and (II) Affirm Designation of Craig M. Boucher as Chief Restructuring Officer, Effective as of August 14, 2020. Mackinac Partners have or had business relationships with, currently render or have previously rendered services during the past two years in matters unrelated to these Chapter 11 cases for the following entities or their affiliates:

#### **DEBTORS' PROFESSIONALS**

- Omni Agent Solutions: Professional relationship - Various business engagement referrals and transactions. No current engagements represent a conflict.

#### **LENDERS**

- BSP Agency LLP: Professional relationship - Various business engagement referrals and transactions. No current engagements represent a conflict.
- Benefit Street Partners SMA LM LP: Professional relationship - Various business engagement referrals and transactions. No current engagements represent a conflict.
- Wells Fargo: Professional relationship - Various business engagement referrals and transactions. No current engagements represent a conflict.
- American Express National Bank: Vendor-business relationship-Company business transactions